

***United States Court of Appeals
for the Second Circuit***



**PETITIONER'S
BRIEF AND
APPENDIX**

76-4267

United States Court of Appeals
FOR THE SECOND CIRCUIT

GENERAL DYNAMICS CORPORATION,

Petitioner,

—against—

JUDITH ANN WEBER,

Respondent.

ON PETITION TO REVIEW ORDER OF BENEFITS REVIEW BOARD,
UNITED STATES DEPARTMENT OF LABOR, BRB NO. 76-129

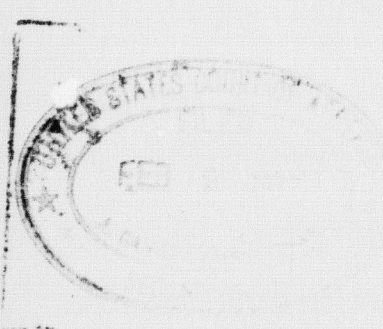
APPENDIX

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Decision and Order of Administrative Law Judge

U.S. DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
Suite 700—1111 20th Street, N.W.
Washington, D.C. 20036

In the Matter of
RAYMOND WEBER (DECEASED)

Claimant

and

GENERAL DYNAMICS CORPORATION

Employer and Carrier

Case No. 75-LHCA-479

OWCP No. DB-2-37715

Before: WALTER J. SULLIVAN
Administrative Law Judge

DECISION AND ORDER

This proceeding involves a claim arising under the Longshoremen's and Harbor Workers' Compensation Act, 44 Stat. 1424, as amended, 33 U.S.C. §901 *et seq.*, as extended by the Defense Base Act, 55 Stat. 622, as amended, 42 U.S.C. §1651 *et seq.*, (hereinafter jointly referred to as "the Act"), and the Rules and Regulations implementing the Act, Parts 701 and 702.

A hearing was held before me at New London, Connecticut on October 23, 1975. The parties were represented by counsel and were afforded full opportunity to adduce evi-

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dence, call, examine and cross-examine witnesses, make oral argument and file briefs.

Upon the entire record in this case and from my observation of the witnesses and their demeanor, I make the following Findings, Conclusions and Order.

Findings of Fact

Prior to his sudden and unexpected death, the 37 year old decedent had been employed as a rigger at Electric Boat Division, General Dynamics Corporation. He was in apparent good health, having fully recovered from disc surgery in February, 1969 and having had a steel fragment successfully removed from his left eye in 1970. His hospital record does note "... borderline elevation of the GTT." (Glucose Tolerance Test), (CL. Ex. F) and his widow testified that after the eye surgery "his perception was off." (TR. 50).

Decedent's father has had several heart attacks and five uncles died of heart attacks in "their early fifties", (TR. 53-54). His mother has high blood pressure and a grandmother had diabetes.

In June, 1974 he complained of not feeling well, looked flushed and had difficulty breathing. The Employer's nurse advised him "his blood pressure was extremely high". (TR. 10).

During the summer of 1974 the Employer was assembling a crew to refit and repair a submarine in Scotland. Because of the financial benefit and the fact that his working partner, Vic Lorenson, was going; the decedent elected to go.

Never having been out of the country or separated from his family and never having flown, he was apprehensive over the impending trip. The sudden death of a friend and neighbor on August 13, 1974 also distressed him.

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Shortly before departure for Scotland, the decedent stated: "He didn't want to go" and "that he was sorry that he had signed up, but he thought it was too late to back down." (TR. 57). He became "very quiet before he left" and on the eve of departure "he was crying". (TR. 58).

On Sunday, September 8, 1974, he left, by bus, for Kennedy Airport, New York. A flat tire enroute delayed the bus resulting in his being rushed in boarding the plane.

He arrived in Dunoon, Scotland the following morning and was lodged in McColl's Hotel. On arrival he placed a call home. After an eight hour wait and a "poor connection for the first few minutes" the call was completed. He spoke of not enjoying his flight, of the delay of the bus and of trouble he was encountering cashing checks. He became "very upset", his voice became "very quivery and he broke down" and cried. (TR. 60).

On September 10th he wrote his family that "it was a little scary on the plane", and that "the weather here is something different than you could ever imagine". (Cl. Ex. I).

In a letter dated September 12th he wrote that "the money problem I'm starting to get squared away. I guess after a week or two things might be a little better, its strange for me in a foreign country." (Cl. Ex. J). In a second phone call, on September 14th "... he sounded better" but "a little hoarse . . ." (TR. 60).

Temperatures in Dunoon were around forty degrees, "off and on it rained every day," (TR. 17), it cooled somewhat at night and wind "approaching gale force sometimes" came up. (TR. 21).

On work days a bus picked him up at his hotel at 3:35 p.m. and took him to a dock at Holy Loch where he boarded a navy launch for transport to a tender to which the sub-

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marine was attached. From the launch he ascended "about three flights of stairs", (TR. 20) onto the deck of the tender, crossed the deck and descended a similar stairway onto the submarine. His actual shift ran from 4 P.M. to 2:30 A.M. after which he was transported back to the hotel arriving there about 3 A.M. where he would then sleep "until after 11:00 A.M.", (Cl. Ex. J). Sunday was his only off day.

During the week before his death, he worked in wet clothing, had a cold and appeared "exhausted". (TR. 33). He and Mr. Lorenson "... being the only two riggers on the night shift ... had the work of six men, they were need(ed) all over the boat for various lifting duties, there didn't seem to be enough time for the amount of work they had to do." (TR. 29).

On Sunday, September 15th he awakened at about 9:30 A.M., had breakfast and spent the next several hours, in various leisure pursuits, with Mr. Lorenson. Shortly after dinner he complained of chest pain. Medical aid reached him but he expired at 3:10 P.M. from a "Myocardial Infarction". (Cl. Ex. B).

A letter dated September 15th was found with his personal belongings in which he detailed his activities with only minimal complaint.

Dr. Ian D. Geddes, who was in attendance at the time of death did not "think that Mr. Weber's working conditions contributed to his death . . ." (Cl. Ex. M).

Dr. Hilliard Spitz, in answer to an inquiry concerning stress in coronary artery disease, wrote that "stress can be a precipitating factor in coronary artery disease". He defined stress as "a stressful situation foreign to the individual's usual situation" and stated that stress suffi-

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cient to produce myocardial injury "would be largely influenced by the patient's profile regarding other risk factors of coronary artery disease such as diabetes, hypertension, family history, lipid levels and the like." (Cl. Ex. H).

The Employer had Dr. Elliot L. Sagall review "the file submitted concerning the late Raymond Weber" and he concluded: "... that this man's acute myocardial infarction of Sunday, September 15, 1974, resulted solely from the natural, spontaneous and inevitable progression of underlying coronary artery heart disease, a non-industrial disease process, unrelated to his work activities for General Dynamics Electric Boat Division." (RESP. Ex. 2).

Decedent is survived by his widow Judith Ann Weber and two daughters, Holly Rae Weber, born July 23, 1957 and Wanda Rae Weber, born December 7, 1959. (Cl. Ex. D).

Decedent's average weekly wage at the time of his death was stipulated to have been \$256.67. (TR. 5). The bill for his funeral totalled \$1,510.00. (Cl. Ex. E).

Conclusions of Law

The only issue herein is that of causal connection between decedent's employment and his death.

The claim of compensability is that decedent had underlying coronary heart disease and when he was placed in a stressful employment environment, that stress precipitated his death from acute myocardial infarction.

Respondent contends that the death was solely the result of the inevitable progression of the disease and wholly unrelated to the employment.

In resolving this issue it must be remembered that the beneficent and humanitarian purposes of the Act mandate

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that it be liberally construed in favor of the employee, *Pillsbury v. United Engineering Co.*, 342 U.S. 197, 72 S. Ct. 223, (1952); that all doubts, including the factual, be resolved in his favor, *Friend v. Britton*, 220 F. 2d 820, (C.C.A. D.C. 1955); and that Section 20 of the Act, 33 U.S.C. §920, affords him a presumption of compensability.

A fact deserving of initial consideration is that death came to the decedent when he was off duty. I conclude, however, under the circumstances of this case, that Claimant was in the course of his employment at the time of his death. It has long been the law of compensation:

" . . . that when an employee is required to travel to a distant place on the business of his employer and is directed to remain at that place for a specified length of time, his status as an employee continues during the entire trip, and any injury occurring during such period is compensable, so long as the employee at the time of injury was engaged in a reasonable activity." *Schneider v. United Whelan Drug Stores*, 284 App. Div. 1072, 135 N.Y.S. 2d 875, 876.

Death, having occurred in the course of the employment, "strengthens the presumption that it arose out of it." *Hartford Accident & Indemnity Co. v. Cardillo*, 112 F.2d. 11, (C.C.A. D.C. 1940), Cert. Den. 60 S. Ct. 1100.

The general rule of law applicable to this case is found in *Page Communications Engineers, Inc. v. Arrien*, 315 F. Supp. 569, (D.C. Pa. 1970):

"In *Amalgamated Ass'n of Street, Electric Railway & M.C. Emp. of America v. Adler*, 119 U.S. App. D.C. 274, 340 F.2d 799 (1964) the Court realistically established this principle:

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‘ . . . [T]o paraphrase what this court long since has said, if in the course of employment an employee suffers an injury by reason of a risk incidental to the location where the employment requires him to be, that injury arises out of employment.’

The same principle should apply with added force where employees are working in a defense base area away from their homes.”

In my view “risk”, as used in *Page, supra*, is not to be limited to danger from external forces. It includes any exposure to harm arising from the work environment including emotional and physical stress.

“An injury ‘arises out of’ the employment within the meaning of the Compensation Act when it occurs in the course of the employment and as a result of a risk involved in and incidental to the employment or to the conditions under which it is required to be performed . . .” *Ayers v. Hoage*, 63 F.2d. 364, (C.C.A. D.C. 1933).

The evidence persuades me that decedent’s uprooting induced severe anxieties that were compounded by the generally unfavorable work environment and served to trigger his underlying coronary artery disease into fatal manifestation. Under such circumstances his death is compensable as the following cases demonstrate.

In *Harbor Marine Contracting Co. v. Lowe*, 152 F.2d. 845 (C.C.A. 2nd Cir. 1945), the court posed the question:

“ . . . Whether aggravation of a heart condition of an employee induced by his work and working conditions and his resulting death constitute ‘accidental injury or death arising out of and in the course of employment’ within the meaning of the Longshoremen’s and Harbor

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Workers' Compensation Act §2(2), 33 U.S.C.A. §902 (2)." and stated that the phrase covers: "... such an injury as this, an unexpected and undesigned consequence of the work and working conditions which hasten an employee's death."

Further, "the law is clear that for purposes of compensation liability to hasten death or disability is to cause it." *Independent Stevedore Company v. O'Leary*, 357 F.2d. 812, (C.C.A. 9th Cir. 1966).

Finally, "Death resulting from an injury in Section 2 of the Act, 33 U.S.C.A. §902(11), covers cases in which an injury aggravates or accelerates an existing condition so that death ensues earlier than it would in the ordinary course, even though the existing condition would have ultimately resulted fatally." *Southern S.S. Co. v. Norton*, 41 F. Supp. 103, (D.C. Pa. 1940).

It is my conclusion that decedent's death arose out of and in the course of his employment and is compensable.

Employer, in its brief, argues that there is no medical evidence in the record supportive of compensability and that the substantial medical evidence is to the contrary.

Evaluation of medical evidence is peculiarly the function of the trier. *Calbeck v. Strachan Shipping Co.*, 306 F.2d. 693, (C.C.A. 5th Cir. 1962). I am neither bound by Dr. Sagall's conclusions, *supra*, *Crescent Wharf & Warehouse Co. v. Cyr.*, 200 F.2d. 633 (C.C.A. 9th Cir. 1952); nor by any medical evidence "... if rational influences lead in the other direction." *Todd Shipyards Corp. v. Donovan*, 300 F.2d. 741 (C.C.A. 5th Cir. 1962). Precise medical evidence that the employment was in fact the cause of death is not essential to a finding of compensability. *Sentilles v. Inter-Caribbean Shipping Corp.*, 361 U.S. 107, 80 S.Ct. 173 (1959).

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The substantial evidence is that decedent was under devastating stress, a factor which neither Dr. Geddes nor Dr. Sagall considered and one which Dr. Spitz indicated can produce myocardial infarction particularly in one possessing decedent's risk factors. The inference is inescapable to me that the decedent's working environment precipitated his death. His widow and two daughters are entitled to benefits.

The record indicates that controversion was timely, (TR. 4). Accordingly no penalty will be assessed under Section 14(e) of the Act, 33 U.S.C. §914(e).

Claimant's counsel has submitted a fee application and the Employer has seasonably objected. The fee application documents 46 4/6 office hours at 85.00 per hour for a total of \$3,966.64; a trial fee, (1/2 day), of \$225.00 and expenditures of \$106.01.

After careful review of the fee application and the objection thereto, I am constrained to conclude that an hourly rate of \$85.00 is unduly high and that \$60.00 per hour is reasonable. I find the trial fee of \$225.00 to be reasonable. I disallow the secretarial charges totalling \$87.50 but do assess the cost of the hospital record, medical report and exhibits totalling \$18.51. The claim for transcript is disallowed. *Centelo v. New Bedford Stevedoring Corporation*, 75-LHCA-106 (April 23, 1975).

ORDER

1. Respondents shall pay decedent's representative \$1,000.00 as reasonable funeral expenses.

2. Respondents shall pay decedent's dependent widow, Judith Ann Weber commencing September 15, 1974, the sum of \$128.33 per week until otherwise ordered.

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3. Respondents shall pay the competent legal representative of decedent's minor daughters, Holly Rae Weber and Wanda Rae Weber commencing September 15, 1974, the sum of \$20.89 per week each; until otherwise ordered.

4. The accrued benefits due under this Order shall be adjusted pursuant to applicable provisions of the Act and paid in a lump sum together with interest at 6% per annum computed from the date each payment was due.

5. Respondents shall pay to Matthew Shafner, Esq. the sum of \$3,043.51 for a fee and costs.

/s/ WALTER J. SULLIVAN
Administrative Law Judge

Dated: January 14, 1976
Washington, D.C.

Decision of Benefits Review Board

U.S. DEPARTMENT OF LABOR

BENEFITS REVIEW BOARD

WASHINGTON, D.C. 20210

BRB Nos. 76-129 and 76-129A

JUDITH ANN WEBER
(Widow of RAYMOND WEBER),

Claimant-Respondent
Cross-Petitioner,

—v.—

GENERAL DYNAMICS CORPORATION,

Self-Insured Employer-
Petitioner
Cross-Respondent.

DIRECTOR, OFFICE OF WORKERS' COMPENSATION PROGRAMS,
UNITED STATES DEPARTMENT OF LABOR,

Party-in-Interest.

Appeals from the Decision and Order of Walter J. Sullivan,
Administrative Law Judge, United States Department of
Labor.

Before:

Washington, Chairperson, Hartman and Miller,
Members.

Decision of Benefits Review Board

Miller, Member:

These are appeals by the employer and the claimant from the Decision and Order and Supplemental Decision and Order (75-LHCA-479) of Administrative Law Judge Walter J. Sullivan in a claim filed pursuant to the provisions of the Longshoremen's and Harbor Workers' Compensation Act, as amended, 33 U.S.C. §901 *et seq.*, as extended to the Defense Base Act, as amended, 42 U.S.C. §1651 *et seq.* (hereinafter referred to as the Act).

The claimant is the widow of the decedent who was employed by the employer as a rigger at its Electric Boat Division. Prior to his sudden death which was attributed to a myocardial infarction, the decedent had undergone surgery twice, once in 1969 and again in 1970. Decedent's father has suffered several heart attacks and five of his uncles had died of heart attacks in their early fifties. His mother has high blood pressure and a grandmother had diabetes.

In June 1974, the employer's nurse advised the decedent that his blood pressure was very high. Prior to being informed of this, the claimant had felt ill and experienced difficulty breathing.

During the summer of 1974, employer was enlisting a crew of its employees to go to Scotland to refit and repair a submarine. The decedent decided to go because of the financial incentive and his working partner was going. Never having flown, and never having been separated from his family, decedent was upset by his upcoming trip. The death of a friend about a month prior to his scheduled departure also upset the decedent.

The decedent departed on September 8, 1974, and arrived in Scotland upset further by the sequence of other events which had preceded his departure.

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On workdays, the decedent and his fellow employees were taken by bus from their hotel to a navy launch which transported them to the place where the submarine was docked. The decedent worked from 4:00 P.M. to 2:30 A.M., six days a week. He and another man were the only riggers on the night shift. His duties consisted of putting heavy machinery and equipment into and out of the boat. The work was very demanding and the decedent was constantly busy. In the week before he died, the decedent worked in wet clothing, had a cold and appeared to be exhausted. On September 15, 1974, the decedent died after suffering a myocardial infarction. His widow filed a claim on behalf of herself and his surviving daughters.

The administrative law judge found that the decedent's death arose out of and in the course of his employment and is compensable. He awarded the claimant benefits of \$128.33 per week until otherwise ordered and he awarded each of decedent's two surviving daughters \$20.89 per week until otherwise ordered. He awarded the claimant's attorney a fee of \$3,043.51.

The claimant filed a motion for reconsideration stating that the attorney's fee award is inadequate and that a fee of \$12,500 would be appropriate in light of the amount of benefits involved. Claimant's attorney overlooked this factor when he filed his initial request for a fee in the amount of \$4,297.65. In a supplemental Decision and Order dated February 10, 1976, the administrative law judge denied the claimant's request for an increase in the amount of the attorney's fee.

The employer appeals from the original Decision and Order alleging that the record does not support the finding of a causal relationship between the decedent's employment and his death. The claimant appeals from the Supplemental

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Decision and Order alleging that the amount of attorney's fee, awarded in the original decision and affirmed in the supplemental decision, is not reasonable.

It is well settled that it is within the province of the trier of fact to weigh the evidence and determine the credibility of witnesses, and his conclusions upon such matters are controlling upon the Board unless they are unsupported by substantial evidence in the record considered as a whole, not in accordance with law, or irrational. *O'Keeffe v. Smith Associates*, 380 U.S. 359 (1965). In reviewing findings of the trier of fact, the reviewing body may not reweigh evidence, but may only inquire into the existence of substantial evidence to support the findings. *South Chicago Coal and Dock Co. v. Bassett*, 104 F.2d 522 (7th Cir. 1939), *aff'd*, 309 U.S. 251 (1940).

The administrative law judge considered the testimony of the witnesses and the statements of the doctors which were submitted and based his conclusion on the statement of Dr. Hilliard Spitz who testified that a person with the risk factors of the decedent could have a myocardial infarction when placed under stress.

After careful consideration and review of the entire record in this case, the Board holds that there is substantial evidence to support the finding by the administrative law judge of a causal relationship between the death and decedent's employment and that such finding is in accordance with law.

It is generally accepted that the determination of an attorney's fee under the Act may be set aside only if it is not in accordance with law; the burden is upon the petitioner to show that the award was arbitrary, capricious or an abuse of discretion. *Offshore Food Service, Inc. v.*

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Murillo, 1 BRBS 9, BRB No. 141-73 (May 15, 1974), *aff'd*, No. 74-2754 (5th Cir. Dec. 12, 1975).

The claimant has not met this standard. Thus, the Board affirms the Supplemental Decision and Order of the administrative law judge, which denied the claimant's request for an increase in the amount of attorney's fees and awarded claimant's attorney a fee of \$3,043.51.

Claimant's attorney, having submitted a complete, itemized statement of the work performed in these appeals pursuant to 20 C.F.R. §702.132, is granted a fee in the amount of \$350 for successfully defending against the employer's appeal and this fee is to be paid directly to him in addition to any compensation payable. 33 U.S.C. §928; 20 C.F.R. §802.203.

Accordingly, the Decision and Order and the Supplemental Decision and Order of the administrative law judge are affirmed.

 /s/ JULIUS MILLER, Member
We Concur: /s/ RUTH V. WASHINGTON, Chairperson
 /s/ RALPH M. HARTMAN, Member

Dated this 6th day
of October, 1976

Transcript of Hearing

**UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
Case No. 75-LHCA-579**

IN THE MATTER OF THE CLAIM FOR COMPENSATION UNDER THE
LONGSHOREMEN'S AND HARBORWORKERS' COMPENSATION ACT

RAYMOND WEBER (Deceased),

Claimant,

—against—

GENERAL DYNAMICS CORPORATION,

Employer,

GENERAL DYNAMICS CORPORATION,

Carrier.

Council Chambers
Municipal Building
181 State Street
New London, Connecticut
Thursday, October 23, 1975

The hearing in the above-entitled matter was convened pursuant to Notice at 10:00 a.m. before the Honorable Walter J. Sullivan, Administrative Law Judge presiding.

[4]

PROCEEDINGS

(10:10 a.m.)

Judge Sullivan: The hearing is now opened in Case Number 75-LHCA-479, Weber and General Dynamics.

I am Walter Sullivan. Appearing for Claimant is Attorney Matthew Shafner and appearing for Respondents is Attorney Norman Beane.

Colloquy

Are there any stipulations that we can enter on the record?

Mr. Shafner: I have a number of exhibits that I'll be offering into evidence, Your Honor, and I have copies for my brother in accordance with either the rules or suggestions sent out to the parties.

Judge Sullivan: Why don't you enter those as we go along.

Is there timely notice in this case?

Mr. Beane: We don't contest it.

Mr. Shafner: May I point out, Your Honor, that I did not receive notice of the hearing.

Judge Sullivan: I don't refer to the hearing, I refer to the claim. That's not contested, Mr. Beane?

Mr. Beane: No.

Judge Sullivan: Timely controversion?

Mr. Beane: Yes, Your Honor.

Judge Sullivan: Average weekly wage, is that agreed [5] upon?

Mr. Shafner: I think there was a prior agreement at an informal conference with the Deputy Commissioner in which I was not representing the Claimant and I believe that figure was, the average weekly wage at that time was agreed by the Union representative representing the Claimant, as \$256.67.

Judge Sullivan: No question of jurisdiction in the case, Mr. Beane?

Mr. Beane: No, Your Honor.

Judge Sullivan: You may proceed, Mr. Shafner.

Mr. Shafner: This is under the Defense Bases Act?

Judge Sullivan: That's correct.

Mr. Shafner: I call Mr. Kinney.

100

William G. Kinney—for Claimant—Direct

Whereupon, WILLIAM G. KINNEY was called as a witness by and on behalf of the Claimant and, having been first duly sworn, was examined and testified as follows:

Mr. Shafner: Would you state your full name?

The Witness: William Gerald Kinney.

Mr. Shafner: Where do you live?

The Witness: Sleepy Hollow Road, North Stonington.

Direct Examination:

Q. (By Mr. Shafner) Where do you work, Mr. Kinney?

A. Electric Boat.

[6] Q. How long have you worked at Electric Boat?

A. Twelve years.

Q. What is your occupation? A. Rigger.

Q. What does that mean? A. We service the trade, we put machinery in and out of the boat.

Q. Does it mostly involve lifting heavy equipment?

A. Right.

Q. And transporting heavy equipment from one place to another?

* * * * *

The Witness: Yes, well anything the trades can't put on the boat, that can't be carried onto the boat the Riggers would put on.

Q. (By Mr. Shafner) What kind of equipment do you use in your occupation? A. Various rigging equipment, anything from one ton chain falls to sixteen ton chain falls, depends on the equipment or the weight of it.

Q. Do you use any other type of equipment in your work? A. Ropes and things of that nature, yes, shackles, you know, regular lifting equipment.

Q. Do you use any mechanized forms of equipment?
[7] A. Well, what ever it takes to get the job done.

Q. I know, but Judge Sullivan doesn't know because he never worked at Electric Boat, you have to explain it for his benefit.

Judge Sullivan: Tell me what you do in a course of a day, what equipment you use, the motions you go through.

The Witness: We could have lifts that weigh five hundred pounds to a ton, you never know until you go into the yard, we could be putting in small valves, fifty or sixty pound valves, or we could be putting in reduction gears weighing tons, that would be our job.

Q. (By Mr. Shafner) Did you know Raymond Weber?
A. Yes, very much.

Q. How long did you know him? A. Since 1960.

Q. How did you have occasion to know him? A. We first met when I first came to Connecticut, he was working for Interstate Tree Service and I met him through there where we were employed at the same time, and we went to Electric Boat and worked for pretty close to eight years at Electric Boat.

Q. What kind of work did Mr. Weber do at Electric Boat?
A. He was also a Rigger.

Q. Did he do the same kind of work you did? A. Yes, the same, that's right.

[8] Q. What shift did he work on? A. The third shift.

Q. What are the hours of the third shift? A. Eleven thirty to seven thirty in the morning.

Q. Do you know how many years he worked at Electric Boat? A. I believe, well, he had some broken time, I would say five or six years.

Q. In the summer of 1974 were you and he both working at Electric Boat? A. Yes.

Q. Were you on the same shift at that time? A. '74 I was on the second shift I believe, I don't think so, it's hard to remember we worked several shifts and we would alternate.

* * * * *

[9] Q. (By Mr. Shafner) Let me ask you this, do you recall an incident in 1974 when Mr. Weber complained to you of some problems he was having?

* * * * *

The Witness: In '74 I can't—

Q. (By Mr. Shafner) Do you recall a time when prior to the time when you went to Scotland? A. Yes, the summer before we went to Scotland, yes.

Q. Right, and do you recall an incident in which he discussed he had to the hospital at Electric Boat. A. Right.

* * * * *

The Witness: The dates are confusing, I'm sorry, but he did come in the yard about three months before he left for Scotland, he came in and he complained that he wasn't feeling well, his face was very red, hard to breathe, and so on, he went to the nurse, the third shift nurse who is Rosemary, and [10] he came back an hour later and the nurse advised him that he better see his outside physician because his blood pressure was extremely high for his weight and age and told him that he had better take it easy throughout the night. He did see his family physician after that.

* * * * *

John L. McCullough—for Claimant—Direct

[11] Q. (By Mr. Shafner) Mr. Weber, in mid-August of 1974, just before Mr. Weber's death, did an incident occur out of work that affected Mr. Weber? A. Yes, he had a very close friend's, sudden death, friend and neighbor that was very close to him.

Q. How did that affect Mr. Weber? A. It upset him a great deal because it was the suddenness, a heart attack, and it did upset him a great deal, he talked often about it.

• • • • •

Mr. Shafner: Mr. McCullough, would you take the stand, please?

Whereupon, JOHN L. McCULLOUGH [12] was called as a witness by and on behalf of the Claimant and, having been first duly sworn, was examined and testified as follows:

Judge Sullivan: Be seated and give your full name and spell it.

The Witness: John Leslie McCullough, M-c-C-u-l-l-o-u-g-h.

Mr. Shafner: Your address?

The Witness: 20 Bicknell Avenue, East Greenwich, Rhode Island.

Direct Examination:

Q. (By Mr. Shafner) Where do you work? A. At Electric Boat.

Q. How long have you worked there? A. Off and on for twelve years.

Q. What kind of work do you do there? A. Machinist.

Q. Did you know Raymond Weber? A. I knew him at work, yes.

Q. Did you go on the trip to Scotland? A. Yes.

Q. When did you leave? A. Sunday, I believe the 9th of September.

Q. Did you go with Mr. Weber? A. Yes.

[13] Q. Was he on the same bus as you? A. Yes.

Q. Where did the bus leave from? A. The parking lot in front of Electric Boat.

Q. Who was the bus supplied by? A. Probably the Company, I really couldn't tell you.

Q. You didn't pay for the bus did you? A. No.

* * * * *

[14] Q. (By Mr. Shafner) What happened on the bus on the way to—by the way, what airport were you leaving from? A. John F. Kennedy.

Q. On Long Island? A. Yes.

Q. What happened on the way to the airport? A. The bus came up with a flat tire.

Q. Were you delayed in arriving at the airport then? A. Yes.

Q. As a result of that what happened when you got to the airport? A. We had very little time to catch the plane and I just felt we were rushed through, we barely got our luggage through and the tickets taken care of and we boarded.

Q. When did you arrive in Scotland? A. It would have been about nine o'clock on Monday morning.

Q. That would be September 10th, is that right? A. Yes.

Q. You arrived there Monday, September 10th around nine o'clock. A. Yes.

Q. Were there any provisions made for cashing checks when you arrived there? A. Not at the airport, but when

John L. McCullough—for Claimant—Direct

they got us into town [15] the Company had made arrangements for the bank to cash checks.

Q. Prior to your leaving did you have some orientation program by the Company? A. Yes, we did.

Q. Were you handed printed memoranda concerning this trip to Scotland? A. Yes.

Q. Is this a copy of the memorandum you received? A. Yes, this is one of them.

* * * * *

Judge Sullivan: Objection is overruled. It will be marked Claimant's Exhibit A.

(The document above referred to, Memorandum prior to Scotland trip, was marked Claimant's Exhibit "A" for identification.)

Judge Sullivan: Mr. McCullough, this document was [16] a document given to Mr. Weber by his employer prior to his trip to Scotland?

The Witness: Right, I believe everybody received one that was going, yes.

Q. (By Mr. Shafner) Mr. McCullough, did you learn whether or not Mr. Weber had any problems cashing checks that day? A. Yes, according to him and my step-father they both had problems cashing checks.

Q. Did you find out why?

* * * * *

The Witness: I really don't know why it happened, whatever bank they went to in Doonan did give them a problem in cashing checks.

Q. (By Mr. Shafner) Were all the employees to have received a per diem allowance? A. Yes.

John L. McCullough—for Claimant—Direct

Q. Were you to have received it in advance of the trip?
A. Yes.

Q. Did you receive it in advance of the trip? A. I did personally, yes.

Q. Do you know whether Mr. Weber received his? A. Mr. Weber and my step-father and several other [17] people, I believe, received it on the bus when we arrived at the parking lot on the day of departure.

Q. You did not receive it in advance? A. They didn't, I did personally.

Q. So, that there were some problems over there in regards to getting cash exchanged in Scotland? A. Yes.

Q. Would you tell us when you left here what the weather was here in Connecticut, in general? A. It was, as near as I can remember, just a cloudy day.

Q. Whether it was warm or cold. A. It was warm I'd say, an average day.

Q. What was the weather in Scotland during the first week you were there? A. Off and on it rained every day, mostly on.

Q. Were there different shifts for working there? A. Yes.

Q. What shift were you on? A. I was on the second, the night shift.

Q. What time did the shift start and what time did it end? A. It started at four and ended at two thirty in the morning.

Q. Four in the afternoon? [18] A. Yes.

Q. Where did your work take place in Scotland? A. In the Loch, next to a tanker.

Q. When you say "Loch" what are you referring to.
A. A bay like.

Q. Do you know which Loch it was? A. Holy Loch.

Q. I take it that's a large body of water? A. It's a good sized bay I would say, a small bay.

John L. McCullough—for Claimant—Direct

Q. What was your work over there? What did it involve in the general sense? A. Generally the same thing we do in the yard.

Q. Were you involved with any work concerning any vessel? A. Yes.

Q. What kind of boats were you working on? A. Submarine.

Q. A submarine? A. Yes.

Q. Where was the submarine located? A. When we arrived it was tied up alongside a tender?

Q. And where was the tender? A. In the middle of the Loch.

Q. The tender was what kind of a vessel? A. It was just a big ship as far as I was concerned.

[19] Q. It's a big ship? A. Yes.

Q. That was in the middle of the Loch and the sub you were working on was tied up alongside of the tender, is that right? A. Yes.

Q. How would you get to the submarine from land? A. The Navy supplied a launch that brought us over and back everyday.

Q. Do you know where Mr. Weber was staying? A. I know he was at McColls Hotel.

Q. Who supplied the hotel rooms for you and your fellow employees? A. The Company.

Q. Were you staying at McColls Hotel also? A. No.

Q. How did you get from your various hotels then to the place where the Navy launch would pick you up? A. There was a bus had a route everyday picking up at the different hotels.

Q. Did you pay for the bus fare? A. No.

Q. Who supplied the bus? A. The Company.

Q. In order to get from, I assume they pick up, pick [20] you up at a pier or dock? A. Yes.

John L. McCullough—for Claimant—Direct

Q. How long would it take you to get from the dock out to the boat? A. Ten minutes, fifteen minutes, something like that.

Q. Will you tell us how you got off the Navy launch and on to the submarine? A. We got off onto a little raft type affair, we proceeded up onto the tender and—

Q. How tall is this tender or high, how high was it above this raft you were on, that you started from? A. Two, maybe three stories, about three flight of stairs.

Q. Would everybody have to walk up these stairs to the top of the tender? A. Yes.

Q. Where would you go from there? A. Through the tender and down to the boat.

Q. How far was it down to the boat? That was on the other side of the tender? A. Yes, I don't know which side in particular, but it was down.

Q. How many flights down to the boat? A. About the same because it was in the water.

Q. The first week that you were there what were the [21] weather conditions like in respect to rain?

Mr. Beane: Objection, I think he has already testified to that.

Judge Sullivan: He said it rained off and on for that week.

Q. (By Mr. Shafner) Do you recall approximately what the temperatures were? A. I would say they averaged forty five to fifty degrees.

Q. Was that during the day? A. During the day

Q. How about the night time? A. At night it cooled, around forty I would say, maybe cooler.

Q. What were the conditions with respect to wind? A. I really don't know much about during the day, but it seemed

John L. McCullough—for Claimant—Direct

like a certain of night the wind would come up over the mountains and almost every night approaching gale force sometimes.

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[22] Q. (By Mr. Shafner) What type of clothing was furnished to you by the Company? A. To us, coveralls were provided.

Q. Do you recall seeing Mr. Weber during that first week of work? A. Yes, I do.

Q. Would he have been working inside or out? A. Both.

Q. Do you recall whether you might have seen him when it was raining? A. Yes.

Q. Do you recall what the condition of his clothing was? A. To the best of my knowledge he had the same as I, coveralls, for that first week there.

Q. Were they dry or wet? A. Everybody's were wet.

Q. Do you recall whether or not Mr. Weber became sick during that week? A. No, I don't.

Q. Did you? A. I had a pretty good cold, yes.

Q. Did others? A. Yes, quite a few others.

* * * * *

[23] Mr. Shafner: I would like to offer a copy of the death certificate.

Mr. Beane: I have no objection.

Judge Sullivan: It may be marked Claimant's Exhibit B for identification.

(The document above referred to, Death Certificate, was marked Claimant's Exhibit "B" for identification.)

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[24] Mr. Shafner: Mr. Smith?

Richard Smith—for Claimant—Direct

Whereupon, RICHARD SMITH was called as a witness by and on behalf of the Claimant and, having been first duly sworn, was examined and testified as follows:

Judge Sullivan: Be seated and give us your name.

The Witness: Richard Smith.

Mr. Shafner: And your address, Mr. Smith?

The Witness: 2018 Phillip Drive, North Kingston, Rhode Island.

Direct Examination:

Q. (By Mr. Shafner) You appeared here voluntarily here today? A. Yes.

Q. Where do you work? A. Electric Boat, Groton.

Q. When they're not on strike. A. Right.

Q. How long have you worked there? [25] A. Approximately six years.

Q. What is your job there? A. Outside machinist.

Q. Did you know Raymond Weber? A. Yes.

Q. Did you make this trip to Scotland with him? A. Yes.

Q. That was in September of 1974? A. Yes.

Q. Were you on the same bus when you left Groton? A. Yes, I was.

Q. Tell us what happened to the bus. A. We got a flat tire on the way down there and it caused several hours of delay to get fixed, we got to the airport rather late and we were rushed through to maintain the schedule of the aircraft. We boarded the aircraft and took off for Scotland.

Q. You arrived in Scotland the following day? A. Yes, we did.

Richard Smith—for Claimant—Direct

Q. Was there any trouble cashing checks in Scotland?

A. I had previously got my money and had no problem, but there were people who did have problems cashing checks over there.

Q. Would you tell us what the weather was here in the states just before you left? [26] A. As I recollect it, it was a hot day, a little windy.

Q. But the weather was warm? A. Yes, it was.

Q. And dry? A. I would say so.

Q. When you arrived in Scotland what were the weather conditions during that first week? A. It rained.

Q. How often. A. Every day.

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Q. (By Mr. Shafner) How often during the day. A. Off and on.

Q. How many days during the first week did it rain? A. I'd say every day.

Q. What shift did you work? A. Second shift.

Q. From four to two thirty? A. Yes.

Q. Did it rain during any of those periods of time? A. All the time.

Q. What was the temperature like? A. I'd say it was in the low forties, maybe high [27] thirties.

Q. How about wind conditions? A. As John stated, they were pretty close to gale.

Q. As a machinist do you work outside or inside? A. Both.

Q. How about Mr. Weber, do you know whether he worked outside or inside? A. Yes, he worked both.

Q. Would you be in a position that you observed him at work while you were in Scotland? A. Everybody at one time or another observed someone else working, yes, he was working inside as well as out.

Richard Smith—for Claimant—Direct

Q. When you went over there on September 9 was this the entire complement of men from Electric Boat? A. No, it was just the first wave.

Q. Did a subsequent wave come? A. The second week.

Q. Would you have occasion to come in contact with Mr. Weber as he was a Rigger and you're a Machinist? A. Yes, I would.

Q. How would you come in contact with him? A. They would do all the rigging for us, we'd take the machinery apart and get it prepared to leave the boat, they would rig onto it and haul it out of the boat.

Q. So that, were you dependent on the Riggers in anyway [28] for the completion of your work? A. Yes, we were.

Q. How many Riggers were there on the second shift? A. Two.

Q. And how many other employees were there on the second shift, approximately? A. I'd say approximately seventy.

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Q. (By Mr. Shafner) How was their work connected with the Riggers work? A. As I stated before, they would make the lifts of these different components.

Q. In the second wave that came to Scotland from Electric Boat did other Riggers arrive? A. I don't recall.

Q. In any event, in respect to Mr. Weber's work as a Rigger, could you tell us how extensive it was compared to the Rigging work he would normally do at Electric Boat here in Groton?

Mr. Beane: Objection.

Judge Sullivan: I'll sustain the objection. Sir, [29] can you describe for us the work that you observed Mr. Weber doing that week?

The Witness: Yes, being the only two riggers on the night shift they had the work of six men, they

Richard Smith—for Claimant—Direct

were needed all over the boat for various lifting duties, there didn't seem to be enough time for the amount of work they had to do.

Q. (By Mr. Shafner) How many days was the normal work week in Scotland? A. Six.

Q. How many hours a day? A. Ten and a half I believe it was.

Q. Did you stay at a hotel there? A. Yes, I did. McColls.

Q. The same hotel as Mr. Weber? A. Yes.

Q. From the time you left your hotel until the time you returned how much time would elapse? A. Over twelve hours.

Q. Do you know what a normal work day was at Groton? A. Eight.

Q. Eight hours? A. Yes.

Q. During that first week did you have occasion to specifically observe Mr. Weber? [30] A. Yes, I did.

Q. While he was working did it rain at anytime? A. Yes.

Q. How often? A. Every day.

Q. By "every day" I assume you mean every night. A. Every night.

Q. Did you observe his condition as to whether he was dry or what his clothing was like during that time? A. It was saturated.

Q. Did you see him the Saturday, the day before he died would have been what? A. Saturday.

Q. He would have worked Saturday afternoon until Sunday morning? A. Right.

Q. Did you observe him that day? A. Yes, I believe I did.

Richard Smith—for Claimant—Direct

Q. Do you recall what the condition of his clothing was on that day before he died? A. Wet.

* * * * *

[31] Q. (By Mr. Shafner) Could you tell whether or not he had a cold that week?

Mr. Beane: Objection.

Judge Sullivan: Overruled, you can answer.

The Witness: Yes he did.

Q. (By Mr. Shafner) How could you observe that? A. He had a rag and used that as a handkerchief, it was kind of unusual because it was an oily rag but it didn't have oil on it, it was just for that use.

Q. Did others have problems similar to that? A. Yes.

Q. Do you know how many others? A. Just about everybody I knew had a cold at one time or another over there.

Q. As a matter of fact, did you have any problems that week? A. Yes I did.

Q. What kind of problems did you develop? A. I got a throat fungus over there.

Q. Did you file a claim concerning it? A. Yes, I did.

Q. Did the others? A. Yes. Well, only five that I know of, there were certainly many more that had colds over there that evidently [32] they didn't file.

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[33] Q. During that week when you had occasion to observe Mr. Weber did you make any special notice of his general physical condition other than the cold?

Mr. Beane: Objection.

Judge Sullivan: Well, for what it's worth, the gentleman's not a doctor, obviously, I'll overrule the objection.

Richard Smith—for Claimant—Direct

The Witness: It looked like he was run down.

Mr. Shafner: How did you have the occasion to—

Mr. Beane: I'm going to ask that that be stricken, Your Honor, I don't know what that means and I'm not sure it has any medical weight to me and—

Judge Sullivan: I don't know either what it means, but they are observations that the man made, I'll allow it, objection overruled.

Q. (By Mr. Shafner) When you say you noticed that he was run down, what do you mean by that? A. Exhausted.

Q. How did you have occasion to observe that? A. When we would be eating our lunch at night towards the ending of the week it seemed to be getting more strenuous, [34] the work load.

Q. At anytime did you see Mr. Weber himself in a position that led you to this conclusion?

Mr. Beane: Objection.

Judge Sullivan: Overruled.

The Witness: Would you repeat the question.

Q. (By Mr. Shafner) Toward the end of this week did you have occasion to see Mr. Weber himself at a time when you came to this conclusion? A. I seen him several times coming down the ladder of the boat and he was manually lifting heavy articles.

Q. Was it a result of that that you made this observance or conclusion? A. Yes, I'd say so.

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[38] Judge Sullivan: Mr. Smith, you worked the same shift with Mr. Weber?

The Witness: Yes, I did.

Judge Sullivan: And your work day concluded at two thirty in the morning?

Colloquy

The Witness: Yes, it did.

Judge Sullivan: And you worked six days a week?

[39] The Witness: Yes.

Judge Sullivan: What day of the week was it that you had off?

The Witness: Sunday morning until Monday at four.

Judge Sullivan: So, on September 15 when you finished your work at two thirty in the morning you weren't due back to work until four thirty in the afternoon on Monday?

The Witness: Four on Monday.

Judge Sullivan: Is that correct?

The Witness: Yes.

Judge Sullivan: What was your routine when you returned to the McColls Hotel at two thirty in the morning, did you go to bed? Would you eat a meal, or what did you do?

The Witness: I cleaned up and went to sleep.

Judge Sullivan: Was that your normal routine?

The Witness: Yes.

Judge Sullivan: Was it Mr. Weber's?

The Witness: I don't know.

Judge Sullivan: Was your work day confined to the ten and a half hours I think you said that you worked each day?

The Witness: Yes.

Judge Sullivan: You weren't on call during your day off?

The Witness: No.

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[41] Mr. Shafner: I call Mrs. Weber.

Judith A. Weber—for Claimant—Direct

Whereupon, JUDITH A. WEBER was called as a witness by and on behalf of the Claimant and, having been first duly sworn was examined and testified as follows:

Direct Examination:

Q. (By Mr. Shafner) Would you state your full name?
A. Judith A. Weber.

Q. Your address? A. YawBux Valley Road, North Stonington, Connecticut.

Q. How long have you lived there? A. Ten years.

Q. Did you build that house or buy it? A. We built it.

Q. Were you married to Raymond Weber? A. Yes, I was.

Q. For how long were you married? A. Almost eighteen years.

Q. Is this a copy of your marriage certificate? [42] A. Right.

Mr. Shafner: I would offer this, Your Honor.

Mr. Beane: No objection.

Judge Sullivan: It may be marked Claimant's Exhibit C.

(The document above referred to, Weber Marriage Certificate, was marked Claimant's Exhibit "C" for identification.)

Mr. Beane: I'm certainly willing to stipulate that Mrs. Weber is the widow.

Judge Sullivan: The record may note that stipulation.

Q. (By Mr. Shafner) Are there two children of this marriage? A. Yes, there are.

Judith A. Weber—for Claimant—Direct

Q. Can you give us their names and dates of birth? A. Holly Rae, July 1957 and Wanda Rae, December 7, 1959.

Mr. Shafner: I would offer their birth certificates.

Mr. Beane: No objection.

Judge Sullivan: Document, birth certificates of Wanda Rae Weber and Holly Rae Weber may be marked Claimant's Exhibit D.

(The document above referred to, Birth Certificate, was marked Claimant's Exhibit "D" for identification and received in evidence.)

[43] Mr. Shafner: I would offer the funeral bill.

Judge Sullivan: In the interest of completeness I'll accept it. The funeral bill may be marked Claimant's Exhibit "E".

(The document above referred to, Funeral Bill, was marked as Claimant's Exhibit "E" for identification.)

Q. (By Mr. Shafner) For how long had you known Mr. Weber? A. Since the third grade.

Q. And you had been married how many years? A. Almost eighteen.

Q. When did he first go to work at Electric Boat? A. I'm not sure of the date, around '60 I'd say.

Q. How long did he work there at that time? A. For approximately four years and then he was laid off.

Q. Then where did he work? [44] A. He worked for a tree outfit.

Q. Interstate Tree? A. No, this was prior to that, prior to E.B., I can't think of the name.

Q. He worked for some tree company— A. Right, to tie us over until he got called back.

Judith A. Weber—for Claimant—Direct

Q. He returned to Electric Boat Company? A. Yes, two years later, almost two years.

Q. And that would be about '66? A. '67 I'd say.

Q. Did he work there continuously then? A. Yes.

Q. Until September 1974? A. Yes.

Q. Prior to September of 1974 had you ever been separated? A. No.

Q. Had Raymond ever been outside the country? A. No.

Q. Had he ever flown before? A. No.

Q. Did there come a time when he had some surgery? A. Several times he had surgery, yes.

Q. When was the first time if you recall? A. '69.

[45] Q. What was that for? A. He had a back operation.

Q. Do you recall what hospital that was done in? A. Lawrence Memorial.

Q. Do you know who his doctor was? A. Yes, Cooper, Cavicke and Moalli.

Q. Are they neurosurgeons in New London? A. Yes.

Mr. Shafner: I would offer this hospital report.

Mr. Beane: I have no objection.

Judge Sullivan: A two page hospital summary of the Lawrence Memorial Hospital may be marked Claimant's Exhibit 'F'.

(The document above referred to, Hospital Summary, was marked Claimant's Exhibit 'F' for identification.)

Q. (By Mr. Shafner) As a result of that surgery do you recall how that affected him generally, in general, his general health, general outlook on life? A. I think while he went through it he was in a depressed mood, but I think once everything healed, I think the turnout was alright.

Judith A. Weber—for Claimant—Direct

Q. Was he able to return to performing his job fully as he did previously? A. He did.

[46] Q. After that incident—that was in February of 1969? A. I'm not sure of the exact date.

Q. Did an incident occur at work in which he had an injury to his eye? A. Yes, a piece of steel was—

Mr. Beane: Objection, I don't see that this is material.

Judge Sullivan: Was Mr. Weber under any disability when he died?

Mr. Shafner: I don't think so, Your Honor.

Judge Sullivan: I mean a Finding or an Award?

Mr. Shafner: I'm not sure about the outcome of that case and it may still be pending as far as I know.

The Witness: It has never been settled.

Judge Sullivan: What is the document you are now offering?

Mr. Shafner: What I will be offering is the Claim for Compensation which describes the injury to the eye.

Judge Sullivan: What's your claim with respect to that document?

Mr. Shafner: That this document is corroboration of the fact there was an injury to his eye in 1969 and that it had a further effect upon his general health and his general emotional makeup which became a very basic constituent factor in this man's personality, profile and makeup and ultimately made [47] him a prime candidate for coronary, which he had in Scotland.

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[48] Judge Sullivan: This offer is to evidence the fact that he had an eye injury and made a claim for benefits?

Mr. Shafner: Yes, sir.

Judith A. Weber—for Claimant—Direct

Judge Sullivan: I'll allow it. It may be marked Claimant's Exhibit 'G'.

(The document above referred to, Claim for Benefits, was marked Claimant's Exhibit 'G' for identification.)

Q. (By Mr. Shafner) Mrs. Weber, can you tell us what kind of treatment he had for his eye after that injury in 1969?

Mr. Beane: Objection.

Judge Sullivan: Overruled.

The Witness: He was taken to Yale, New Haven.

Q. (By Mr. Shafner) And treated there by whom? A. Doctor Sears.

Q. Do you know what kind of a doctor he was? A. He's an Ophthalmologist.

Q. Was he head of the Ophthalmology Department? A. Yes.

Q. Do you know what kind of treatment he had? [49] A. He had several laser beam treatments over a period of a year.

Q. Do you know what that was for? A. It was to stabilize the piece of lead that was imbedded in the eye so it could travel no further.

Q. How long did the lead stay inside the eye? A. Little better than a year I'd say.

Q. Do you know it—do you know how it was finally taken out? A. They removed the eye and removed the steel and put the eye back.

Q. Do you know when that was done? A. About a year after it happened.

Judge Sullivan: They removed his eye?

The Witness: Removed it and removed the steel and then put the eye back in.

Judith A. Weber—for Claimant—Direct

Judge Sullivan: His own natural eye was returned to its socket?

The Witness: Yes.

Judge Sullivan: Was he able to use it?

The Witness: To a certain extent, yes.

Q. (By Mr. Shafner) Is there a claim still pending? A. Yes.

Q. Its not been resolved? A. No.

[50] Q. How did that effect, his injury and the medical treatment he had and the pending claim, how did that effect him, his well being?

Mr. Beane: Objection. I think that calls for medical expertise.

Judge Sullivan: Is it your claim that it had some effect on his health other than the eye itself?

Mr. Shafner: Yes, sir.

Judge Sullivan: I can assume that it would concern him and it would worry him. Do you care to pursue the question?

Mr. Shafner: Yes, sir.

Judge Sullivan: I'll overrule the objection. Explain to us what you observed about your husband's behavior with respect to his eye difficulty.

The Witness: I think it bothered him, his perception was off, if an object was here it looked to him to be on the opposite side and of course in rigging they needed true eyesight, I don't know what to say.

Mr. Shafner: I think you said it very well.

Q. (By Mr. Shafner) Had he ever discussed with you a possible trip to Scotland similar to the one he took? A. No, nothing prior to this one that he did take.

Q. Had he ever had an opportunity to go to Scotland previously? [51] A. Not to my knowledge.

Judith A. Weber—for Claimant—Direct

Q. When this came up when did you first learn about it?
A. In the Spring of that year, I'd say, during the Summer.

Q. Did he discuss it with you? A. Yes, we talked about it.

Q. Do you recall how he felt about taking this trip? A. We felt that financially we could do better if he went over, it was for only six weeks, I wasn't too happy about it.

Q. How did he feel about it? A. I really think the only reason he did go was for the money.

Q. Was there extra money on this trip to Scotland? A. Yes.

Q. Do you know how much extra money? A. There was the regular pay, of course you get more for the second shift, and then it was twenty five cents more an hour for working there, plus the hours.

Q. Then there's a lot of overtime there I take it? A. Instead of the eight hours it was ten and a half a day.

Q. How long did you discuss it before he decided to go? A. Little over a week maybe, off and on.

Q. When did he finally decide he was going? Or was that [52] a joint decision? A. I would say more his than mine.

Q. When did he finally decide he would go? A. Well, his working partner was going so he decided he would go with him as long as—

Q. Who was his working partner? A. Vic Lorensen.

Q. And that's the same Mr. Lorensen that Mr. Beane and Mr. Smith referred to before? A. Yes.

Q. Do you know what Mr. Lorensen's job is now? A. I have no idea.

Q. You don't know whether or not he's been ill very recently? A. I haven't seen him in about four or five months, so I don't know.

Q. Did Mr. Lorensen's going on the same trip to Scotland have some influence on— A. I don't believe if his working partner hadn't gone that he would have.

Judith A. Weber—for Claimant—Direct

Q. Did he have a physical examination? A. That I don't know.

Q. Do you know whether or not he had any medical examination at Electric Boat? A. I really don't know.

[53] Q. Did there come a time when—question withdrawn. Tell us something about Mr. Weber's family, first off, are his parents living? A. Yes, they are.

Q. Had any of them had any history of heart disease? A. Yes.

Mr. Beane: Objection.

Judge Sullivan: I'll overrule it. If you know, Mrs. Weber.

The Witness: Yes, his father has had several heart attacks.

Q. (By Mr. Shafner) Does his father have any brothers or sisters? A. Yes.

Q. Any of them living? A. There are two living, I believe.

Q. Do they have any history of heart disease? A. Two of them died from heart attacks.

Q. At what age? A. Early fifties I'd say.

Q. On his mother's side, do you know the status of her health? A. Yes, I do. She doesn't have heart trouble, she has high blood pressure.

Q. High blood pressure? [54] A. Yes.

Q. What about her brothers and sisters? A. Three of her brothers passed away from heart attacks.

Q. Approximately what age? A. Early fifties.

Q. Is there any history in Raymond's family of diabetes? A. I believe his grandmother, but I'm not sure, I'm pretty sure she was a diabetic but I don't know.

Judith A. Weber—for Claimant—Direct

Mr. Shafner: I would offer a medical report of a Doctor Hilliard Spitz.

Mr. Beane: I would object to that.

Mr. Shafner: You do or you don't?

Mr. Beane: I do.

Judge Sullivan: What is it, Mr. Shafner?

Mr. Shafner: A report from Doctor Hilliard Spitz, M.D. of New London, Connecticut, a medical report.

Judge Sullivan: Examination of Mr. Weber?

Mr. Shafner: No Sir, he never examined him during his life.

Judge Sullivan: Let me look at it. I'll overrule the objection and I'll allow it although it's rather meaningless. It may be marked as Claimant's Exhibit 'H'.

(The document above referred to, Dr. Spitz' Report was marked Claimant's Exhibit 'H' for identification.)

[55] Mr. Shafner: At this time, your Honor, I would like to call your attention to Claimant's Exhibit "F", the summary of Lawrence Hospital records going back to February 1969 and particularly the first full paragraph in which it says, in part, "Three-hour GTT fasting 87, one half hour 174, one hour 171, two hours 148, three hours 72", and at the bottom of that summary, the last paragraph, it says "Note is made of the borderline elevation of the GTT. Repeat evaluation of this in the future is suggested at the discretion of the referring physician."

Judge Sullivan: I confess my ignorance, what is a "GTT"?

Mr. Beane: It means "Glucose Tolerance Test".

Judith A. Weber—for Claimant--Direct

Mr. Shafner: I'm reading from Steffins Medical Dictionary, Your Honor, "Glucose Tolerance Test is a test for diabetes based upon the ability for the normal liver to absorb and store excessive amounts of glucose following the injection of a hundred grams of glucose the count of blood sugar promptly rises and then falls to normal within two hours. In a diabetic patient the increase is greater and returns to normal—with return to normal usually prolonged." I'll furnish a copy of that, Your Honor.

Judge Sullivan: It's available to me, thank you. I'm troubled by the, at least the inference here, do you make some claim that at the time of his death Mr. Weber had a [56] permanent disability of some kind?

Mr. Shafner: I have almost no knowledge of that incident to the eye, the left eye or even if the spinals or surgery that he had was related to—

Judge Sullivan: Let me put it this way. Is your claim for death in course of employment or death from unrelated causes?

Mr. Shafner: Death from cause of employment.

Judge Sullivan: Alright.

Mr. Shafner: I believe under the Defense Bases Act that we have some other causes as well, we think this one is in the course of employment.

Q. (By Mr. Shafner) In the month of August before he left did anything unusual occur concerning Mr. Weber?

A. We lost our next door neighbor, George Dougherty, from heart attack.

Q. What relationship did Raymond have with him? A. He was more of a father image, his own father lives in Arizona.

Judith A. Weber—for Claimant—Direct

Q. What effect did this loss have on your husband? A. I think it bothered him very deeply.

.

[57] Q. Approximately when did your next door neighbor die? A. August thirteenth.

Q. Did Raymond participate in that funeral at all? A. Yes, he was a Bearer.

Q. Did that affect him at all? A. I don't think anybody enjoys being a bearer.

Q. When did he finally leave for Scotland? A. September eighth.

Q. Do you recall what day of the week that was? A. Sunday afternoon at two.

Q. Just previous to his leaving did he have any discussion about the trip? A. He didn't want to go.

Q. How do you know? A. He told me so.

Q. What did he say about it? A. That he was sorry that he had signed up, but he thought it was too late to back down.

Q. Did you encourage him one way or the other? A. More or less.

Q. What did you— A. I didn't want him to go.

.

[58] Q. (By Mr. Shafner) Apart from what he said did you have any other observations as to how he felt?

Mr. Beane: Objection.

Judge Sullivan: Overruled.

The Witness: He was very quiet before he left and this was unusual for him.

Q. (By Mr. Shafner) The night before he left did you make any other observations as to how he felt? A. He was more upset than he really should have been.

Judith A. Weber—for Claimant—Direct

Q. How could you tell that? A. He was crying.

* * * * *

[59] Q. (By Mr. Shafner) After your husband left did you speak with him? A. He called me that Monday.

Q. On Monday? A. Right.

Q. And that would be September ninth? A. The ninth, two o'clock our time.

Q. The day that he arrived? A. Well, it was the ninth here on that Monday, they were ahead of us but it would still be the ninth overthere.

Q. In any event, do you know how long it took to reach you on the telephone? A. Eight hours before he got through to me.

Q. Why did it take so long? A. I don't know, the lines were just tied up.

Q. When he finally reached you what kind of connection did you have? A. It was a poor connection for the first few minutes, I could hear him but he couldn't hear me.

Q. Could you tell us what the conversation was? A. Just that he arrived safely, he didn't enjoy his flight, he mentioned about being broken down and they were tied up for sometime, trouble cashing checks and he got to [60] the point where he almost couldn't control himself, very upset, he thought that maybe once he got to work and got settled in that maybe things would get better.

Q. When you say he "couldn't control himself" do you mean his voice? A. Right, very quivery and he broke down.

Q. Did he cry again? A. Right.

Q. Did you have occasion to speak to him again? A. He called that following Friday at seven in the morning our time just to find out how myself and the girls were, he sounded better, he sounded a little hoarse, the connection seemed to be good.

Judith A. Weber—for Claimant—Direct

Q. It was a good connection and you say his voice was hoarse? A. I would say hoarse, we didn't really talk that long, he more or less called to find out how we were doing.

Q. Did you notice anything else about his voice as he ended the conversation? A. Not really, we didn't talk long.

Q. He didn't cry? A. No, he called to give me another address rather than using the New York address.

Q. The mailing address had changed? A. He wanted me to send it right directly to Dunoon [61] because he had heard from the woman who worked in the hotel that the mail would get here quicker than going through the Navy.

Q. Is that the last time you spoke to him? A. Right.

Q. Did you receive some correspondence from him? A. The day after his death I received a letter and post card.

Q. Was that the first correspondence you had from him? A. Yes, other than the phone calls.

Q. Is this a copy of the letter you received? A. That's the first letter, yes.

Mr. Shafner: I would offer it, Your Honor.

Judge Sullivan It may be marked Claimant's Exhibit "I".

(The document above referred to, Letter dated 9-10-74, was marked Claimant's Exhibit "I" for identification.)

Q. (By Mr. Shafner) Did you receive another letter from him after that? A. When his personal things arrived from Scotland, Mr. Kinney had brought them to me, and there was another letter in his wallet that he had written the same day of his death.

Q. Is this one of the letters you received? A. That would be the first letter, yes.

[62] Judge Sullivan: Any objection, Mr. Beane?
Mr. Beane: No, no objection.

Judith A. Weber—for Claimant—Direct

Judge Sullivan: It may be marked Claimant's Exhibit "J".

(The document above referred to, Letter dated 9-12, was marked Claimant's Exhibit "J" for identification.)

* * * * *

Q. (By Mr. Shafner) And the final letter you received among his personal affects was dated September fifteen?
A. Yes.

Judge Sullivan: It may be marked Claimant's Exhibit "K".

(The document above referred to, Letter dated Sept. 15, was marked Claimant's Exhibit "K" for identification.)

Q. (By Mr. Shafner) Subsequently, did you receive a note from the doctor who attended him in Scotland? A. Yes, I did.

Q. Is that from Doctor Geddes? A. Yes.

[63] Judge Sullivan: It may be marked Claimant's Exhibit "L".

(The document above referred to Dr. Geddes letter, was marked Claimant's Exhibit "L" for identification.)

* * * * *

Judge Sullivan: The second letter from Doctor Geddes may be marked Claimant's Exhibit "M".

(The document above referred to, Dr. Geddes letter of 7/29/75, was marked Claimant's Exhibit "M" for identification.)

Judith A. Weber—for Claimant—Cross

Q. (By Mr. Shafner) Mrs. Weber, had Raymond ever cried in front of you before? A. Maybe when there was just more of a tragedy in the family.

Q. Such as a death? A. Right.

Mr. Shafner: Thank you very much.

Judge Sullivan: Mr. Beane?

Cross Examination:

Q. (By Mr. Beane) Mrs. Weber, do I take it that it was voluntary on the part of your husband as to whether to [64] go to Scotland or not? A. Yes, it was.

Q. He didn't have to go? A. No, not really.

Q. Would you tell me what the name of your husband's working partner was? A. Victor Lorensen.

Q. This is the man that was with him on the last day? A. Yes.

Q. And he was his working partner? A. Yes.

Q. And he was his working partner in Scotland as well as here, is that correct? A. Yes.

• • • • •

[67] Judge Sullivan: Objection is overruled. The statement of Mr. Lorensen and Mr. McCullough dated February 20, 1975 may be marked as Claimant's Exhibit "N".

[68] (The document above referred to, Lorensen-McCullough Statement, was marked Claimant's Exhibit "N" for identification.)

• • • • •

Judge Sullivan: The statement of Victor Lorensen dated January 31, 1975, may be marked Respondent's Exhibit 1.

Colloquy

(The document above referred to, Lorensen statement of 1-31-75, was marked Respondent's Exhibit No. 1 for identification.)

* * * * *

[71] Judge Sullivan: There being no objection it will be marked Claimant's Exhibit "O".

(The document above referred to, John Florence Statement, was marked Claimant's Exhibit "O" for identification.)

* * * * *

[72] Judge Sullivan: * * * This is Claimant's Exhibit N, a three page statement dated February 20, 1975 and is the statement of Victor J. Lorensen:

"I have been employed at Electric Boat as a Rigger since June 4, 1957. I have know Raymond Weber for about ten years, he was also a Rigger. On September 9, 1974 both he and I, with about sixty other employees, were sent to Dunoon, Scotland to work on a sub there. We worked together on the second shift there from September 10, 1974 to September 14, 1974, during that time Raymond never mentioned a word about feeling sick or ill, the weather had been bad all week, cool and rain all week. We had to work harder than usual most of the time because the main group of men had not arrived yet.

On the evening of September 15, Raymond came to my [73] room and said "go call Callahan, I have pains in my chest". I went downstairs and called Mr. William Connolly and told him to contact Mr. Callahan that Raymond had chest pains. I went back upstairs followed momentarily by Mr. Connolly,

Colloquy

within a few minutes Mr. Timmons, a Painter-Supervisor, came into the room to see what was wrong. Mr. Connolly then went downstairs to get medical attention for Raymond. Mr. Connolly came back upstairs and shortly after, the doctor arrived and I left the room and went into a hall. About fifteen minutes later I was told by Mr. Connolly that Raymond was dead.

In the ten or eleven years I knew Raymond, especially the last four years, never did he mention he had any heart problem or any appreciable sickness or illness.

From nine a.m. on September 15, 1974 to the time that Raymond told me that he was having pains in his chest never did he look sick or ill or suggest he was feeling tired.

I have read this statement and it is true to the best of my knowledge.

Signatures of Victor Lorenson and John W. McCullough.

Claimant's Exhibit "O" is a three page document, dated "7/1/75, R. Weber", looks like "one half hour 882-8132, John Florence, 6 Rock Street, Norwich, 06360".

"Work at Millstone now as a Painter-Boss, has been there four months, before that at General Dynamics for seven years as a Painter. I knew Raymond Weber when we went to [74] Scotland, we were part of the first crew, sixty or seventy men. I moved into McColl's Hotel after several days, I was first at another hotel. I stayed in Scotland for about three weeks when I came down with Bronchitis and was returned to the U.S.

Colloquy

The heating in the hotel was not enough it was always damp, a particular time was"—perhaps I'm going to give this to you, Mr. Shafner, you can start where I left off.

Mr. Shafner: "a particular time was summed up by the manager of the Osborne Hotel 'it was the worse season in thirty years', they didn't change towels very often and they would stay damp, there were common baths in halls, food was terrible, lunches were provided by McColls and sent to Holy Loch, they were lousey and cold.

I never heard Weber speak. Last day he looked very pale just before he went up to his room. He went to finish a letter to his wife and kids. Everyone was waiting for second crew to come.

It was noontime. I had worked first shift, Weber was on second shift. First, eight to six, second four to two. Saw Weber working with Vinny and it was inside of boat. Don't remember if it was raining. All our gear was stowed outside and much of it was lost. Most of the men had colds. Had a hard time getting medicines because drug stores were not open all the time, if you were sick enough they would [75] bring you to doctor's office. There was a hospital with X-rays.

Holy Loch was about four miles from hotel, fifteen to twenty minutes away. Not supplied with rain gear and the gear was stolen."

* * * * *

[76] Judge Sullivan: All exhibits, Claimant's Exhibits "A" through "O" inclusive and Respondent's Exhibit No. 1 are made a part of the record as full exhibits.

Colloquy

Mr. Beane: Your Honor, I would offer a report of Doctor Elliot Sagall dated March 10, 1975 consisting of two pages.

Mr. Shafner: I object, as far as I'm concerned the hearing is closed and the time to have taken care of this [77] was many weeks ago, I think this ball game is over.

* * * * *

Judge Sullivan: I'm reopening the hearing and the record. I note that the Respondent's have offered the report of Doctor Elliot Sagall, March 10, 1975, to which Claimant's have objected, I'll overrule the objection in the interest of a complete record and the exhibit may be marked as a full exhibit in evidence as Respondent's Exhibit No. 2.

(The document above referred to, Dr. Sagall's Report, was marked Respondent's Exhibit No. 2 for identification and received in evidence.)

* * * * *

[78] Judge Sullivan: * * * If there is nothing further at this time, gentlemen, [79] I will declare the hearing closed.

Off the record.

(Whereupon, at 12:20 p.m., the hearing in the above-entitled matter was closed.)

Claimant's Exhibit H

DRS. SPITZ, MURRAY, LEIB, P.C.
447 Montauk Avenue
New London, Conn. 06320

October 22, 1975

Mr. Matthew Shafner,
Attorney at Law
500 Bridge St. Ext.
Groton, Conn. 06340

Dear Mr. Shafner:

Pursuant to our recent conversation the following summarizes my thoughts regarding stress in coronary artery disease.

I think it is a generally accepted medical fact that stress can be a precipitating factor in coronary artery disease. It is difficult to define exactly what constitutes stress in a given situation. I would feel though that the stressful situation should be one that can be generally accepted as constituting a stressful situation foreign to the individual's usual situation. The amount of stress necessary to produce myocardial injury in a specific case would vary according to other factors present and would be largely influenced by the patient's profile regarding other risk factors of coronary artery disease such as diabetes, hypertension, family history, lipid levels and the like.

Respectfully,

/s/ HILLIARD SPITZ, M.D.

Claimant's Exhibit I

CORRESPONDENCE

Date 9-10-74

Judy & Girls—Had a pretty good trip over. I'm not going to lie it was a little scary on the plane. We flew right over Southern Conn. at 33,000 ft. & 545 mi per hr. It took just over 6 hrs. The weather here is something different than you could ever imagine. I'll right (sic) & give more details. Be good all

Love—Sonny

This is the ferry landing almost in front of my Hotel, part of the dock is showing in picture below.

Claimant's Exhibit J

Sept 12th

Hi girls,

Well I've got to get ready for work in a half hour so I thought I'd drop a line. I've done a lot of walking around the town on my free time. I've tried to send every body a different Post-Card so if you get a chance look at all the different ones & you'll get a pretty good idea of what it's like here. Prices are very expensive (sic) but everything is of top quality. Beer is \$2.60 in our money for 6 cans, an average meal is about \$3.00. In my room I have a bed, chair, bureau, closet, sink it's really not bad at all. I'm not working days, Vic & I started right on the 2nd shift. It's quite a long shift, because the bus picks us up at 3:35 P.M. and we don't get back until 3:00 A.M. I don't wake up until after 11:00 A.M. The first day here I got soaked. I went downtown, the sun was shining bright all of a sudden it was pouring, and its like that all the time here. Most of the people are hard to understand when they talk. The money problem I'm starting to get squared away. I guess after a week or two things might be a little better, it's strange for me in foreign country.

Judy don't send my mail to that address you have at home!!

Send my mail to—

Raymond Weber
Rm. 18 McCalls Hotel
Dunoon
Scotland

57a

Claimant's Exhibit J

The women at the desk said we won't get mail for 2 or 3 weeks if you use the address you have, but if you send it here it only takes 2 or 3 days. Well I'll have to say so long for now, I've got to go to work

Take Care All

Love to All

Dad

Claimant's Exhibit K

Sept. 15

Dear Judy,

How's everybody? Good I hope. It's Sunday and I just finished breakfast. There's really not much to do here except to walk around the town. We can't get any transportation here. This past week I've seen 2 motorcycles & only 1 bicycle, [sic] there's no rent-a-car either. There's plenty of taxis and buses but there's no place really to go. I received your mail & I got Holly's letter also. I got them yesterday. The food here isn't all that bad. I'll try & send you a couple of menus sometime. A lot of the guys are complaining about their rooms, & they can't eat the food, but I told Vic after a week or two they'll get over it. The people here are a little strange, about 50% like Americans the other 50% hate us. In are [sic] Hotel there [sic] very nice, but we're in about the best Hotel in Dunoon. The pilot on the plane told us about Evil just about the time we were over our house. It was dark when we left Kennedy & we flew right up the coast to Nova Scotia, from time to time the Pilot would tell us where we were at. I'm sure glad I brought my radio. Some of the guys went down town to buy one but they get a fortune for them. Everyone's complaining about the \$12.00 per diem isn't enough, but like I told Vic E.B. had it figured pretty close, so we're being very conservative for a few weeks to see how are [sic] money goes. About the only things I've bought other than meals is a long plastic raincoat, writing paper, post-cards, cigarettes & my beer. Most of the guys drink in the lounges & Pubs but I find there [sic] expensive, so I buy my [sic] in cans downtown & have it in my room. Some of these guys will be broke before they get there [sic] next per

Claimant's Exhibit K

diem check which is 2 weeks away yet. I understand from Mr. Callahan you will get my check for 60 hours if there's any other time coming to me or if you lose a day it will be adjusted later on. Well you'll have to order a new storm window. I hope you're not letting the Ford sit to many days without running it. I took some pictures the other day from my bedroom window, but I don't know yet if I'll develop them here or wait untill I get home. Here it cost about \$6.00 for film of 20. Is that good or bad? Tell Wayne I ran into *Hurst* the sailor that owned the dune buggy and he said Hi and is going to come to Mystic for a visit in Dec. or Jan. Freddie Coleman is supposed to be here but I haven't seen him yet.

The Navy is really treating me good I've showed them how to do several rigging jobs so now Chief Liles tells the sailors to go & get "Farnsy" they named me after the guy on "Happy Days". Some of them call me "The Farnse". The second group of guys just arrived this morning and they were telling us about the weather back home. I was telling Vic yesterday I'd give 40 pence for one of my tomatoes out of the garden. Are you still getting them? There's no refrigeration here. The people shop everyday for meats & butter etc. All the beer here is warm. The coldest beer in town is my own, because I put it next to the window & raise the window a bit. Tommorrow I'm going to the laundry, my clothes will probably come out all one color. Well I'm going to close for now. I'll be waiting to hear from you.

All my Love XXX

Sonny

Respondent's Exhibit 1

150 Moore Horn Road
East Greenwich, Rhode Island
January 31, 1975

This is the statement of Victor J. Lorenson. I am 52 years old. I have resided at the above address for about 20 years. I have been employed @ Electric Boat since June 4, 1957. I am a Rigger. I have known Raymond Weber for about 10 to 11-Years. He was also a Rigger @ Electric Boat. On Monday, September 9, 1974, he and I were sent to Dunoon, Scotland along with approximately 60-other employees of Electric Boat to repair and refit a submarine built by Electric Boat. He and I both worked the 2nd Shift, 4:00 P.M. to 2:30 A.M., from September 10, 1974 to September 14, 1974. Raymond never mentioned a word about feeling sick or ill during that 5-Day Period. At 2:30 A.M., Sunday, September 15, 1974, Raymond and I finished the 2nd Shift. We went back to the McCalls Hotel and went straight to bed in our separate rooms. At around 9:00 A.M. or 9:30 A.M. he and I had gotten up and went downstairs to have breakfast. After breakfast we went upstairs for about 1-Hour and sat around. Then, we went down town sight seeing for about 1½ to 2-hours. We then came back to the hotel and 11:00 to 11:30 A.M. I went to my room and Raymond went to his room. After a few minutes, I went to Raymond's room and he and I played rummie [sic] for about ½-Hour. At no time from breakfast until we played rummie did Raymond say he felt ill or sick. We then sat around his room for another ½-Hour, and then went downstairs to the dining room for dinner. After dinner we went into the hotel bar and had some beer. Raymond and I had 2-Glasses of beer each. Raymond then

Respondent's Exhibit 1

went upstairs to the 2nd Floor to his room to finish a letter to his wife. I went to my room to lay down. Raymond came into my room 1/2-Hour or so after I laid down and said "Go call Callahan, I have pains in my chest." I went downstairs and caught Mr. William Connolly and told him to contact Mr. Callahan that Raymond had pains in his Chest. I went back upstairs to Raymond's room where he was lying down. Mr. Connolly followed momentarily. We exchanged words about Raymond's chest pains. Raymond was rubbing his chest around the heart area. Mr. Timmon then came into the room to see what was wrong. Mr. Timmon is a Painter Supervisor. Mr. Connolly then went downstairs to get medical attention for Raymond. I stood by Ray's bed talking to him. We discussed how soon Mr. Callahan was going to arrive. Mr. Connolly then came back up to the room. The doctor arrived shortly thereafter. I then went out of the room into the hall. 5-Minutes later, Mr. Connolly came out and told me it was bad with Raymond. 10-Minutes later, Mr. Connolly came out again and said to me "Jesus Christ, he's dead." I then went downstairs to see Mr. Wallace, Owner of the hotel, and had a cup of tea. In the eleven years I knew Raymond, especially the last 4-Years, never did he mention he had any heart problem or any appreciable Illness or Sickness. During the 5-Days before Raymond passed away, Ray and I did work very hard because we needed more help. We were short handed. From 9:00 A.M. on 9/15/74 to the time that Raymond told me he was having pain in his Chest and to get Mr. Callahan, never did he look sick or ill or suggest he was feeling tired. I have read the above 2-pages and 19-Lines. I understand it. It is true and correct to the best of my knowledge. I have a copy of this Statement.

/s/ Henry J. Galow /s/ Victor J. Lorensen